

OLF3 (Official Local Form 3)  
Effective December 1, 2017

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

In re:  
**David F. Yanovich**  
Debtor(s)

Case No.: **19-13829**  
Chapter 13

CHAPTER 13 PLAN

Check one. This plan is:

- ☒ Original  
☐ Amended (Identify First, Second, Third, etc.)  
☐ Postconfirmation (Date Order Confirming Plan Was Entered: \_\_\_\_\_)  
Date this plan was filed: **December 4, 2019**

PART 1: NOTICES

**TO ALL INTERESTED PARTIES:**

You should review carefully the provisions of this Plan as your rights may be affected. In the event the Court enters an order confirming this Plan, its provisions may be binding upon you. The provisions of this Plan are governed by statutes and rules of procedure, including Title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure ("Fed. R. Bankr. P."), the Massachusetts Local Bankruptcy Rules ("MLBR"), and, in particular, the Chapter 13 rules set forth in Appendix 1 of MLBR, all of which you should consult.

**TO CREDITORS:**

Your rights may be affected by this Plan. Your claim may be reduced, modified, or eliminated. Read this Plan carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult with one. If you oppose this Plan's treatment of your claim or any other provision of this Plan, you or your attorney **must** file with the Court an objection to confirmation on or before the later of (i) thirty (30) days after the date on which the first Meeting of Creditors pursuant to 11 U.S.C. § 341 is held or (ii) thirty (30) days after service of an amended or modified Plan, unless the Court orders otherwise. A copy of your objection must be served on the Debtor(s), the attorney for the Debtor(s), and the Chapter 13 Trustee (the "Trustee"). The Bankruptcy Court may confirm this Plan if no objection to confirmation is filed or if it overrules an objection to confirmation. You have received or will receive a Notice of Chapter 13 Bankruptcy Case from the Bankruptcy Court which sets forth certain deadlines, including the bar date for filing a Proof of Claim. **To receive a distribution, you must file a Proof of Claim.**

**TO DEBTOR(S):**

You (or your attorney) are required to serve a copy of this Plan on all creditors in the manner required under the Bankruptcy Code, the Fed. R. Bankr. P., and MLBR. Unless the Court orders otherwise, you must commence making payments not later than the earlier of (i) thirty (30) days after the date of the filing of this Plan or (ii) thirty (30) days after the order for relief. **You must check a box on each line below to state whether or not this Plan includes one or more of the following provisions. If you check the provision "Not Included," if you check both boxes, or if you do not check a box, any of the following provisions will be void if set forth later in this Plan. Failure to properly complete this section may result in denial of confirmation of this Plan.**

FOR EACH LINE BELOW, DO NOT CHECK BOTH BOXES; DO NOT LEAVE BOTH BOXES BLANK.

1.1	A limit on the amount of a secured claim, set out in Part 3.B.1, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Part 3.B(3).	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

PART 2: PLAN LENGTH AND PAYMENTS

A. **LENGTH OF PLAN:**

- ☐ 36 Months. 11 U.S.C. § 1325(b)(4)(A)(i);  
☐ 60 Months. 11 U.S.C. § 1325(b)(4)(A)(ii);  
☒ **60 Months. 11 U.S.C. § 1322(d)(2). The Debtor(s) states the following cause: Due to feasibility.**

B. **PROPOSED MONTHLY PAYMENTS:**

Monthly Payment Amount	Number of Months
------------------------	------------------

<b>\$506.00</b>	<b>60</b>
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**C. ADDITIONAL PAYMENTS:**

Check one.

☒ **None.** If "None" is checked, the rest of Part 2.C need not be completed and may be deleted from this Plan.

**The total amount of Payments to the Trustee [B+C]:**

**\$30,360.00.**

*This amount must be sufficient to pay the total cost of this Plan in Exhibit 1, Line h.*

**PART 3: SECURED CLAIMS**

☐ **None.** If "None" is checked, the rest of Part 3 need not be completed and may be deleted from this Plan.

**A. CURE OF DEFAULT AND MAINTENANCE OF PAYMENTS:**

Check one.

☐ **None.** If "None" is checked, the rest of Part 3.A need not be completed and may be deleted from this Plan.

☒ **Any Secured Claim(s) in default shall be cured and payments maintained as set forth in (1) and/or (2) below.**

*Complete (1) and/or (2).*

**(1) PREPETITION ARREARS TO BE PAID THROUGH THIS PLAN**

Prepetition arrearage amounts are to be paid through this Plan and disbursed by the Trustee. Unless the Court orders otherwise, the amount(s) of prepetition arrearage listed in an allowed Proof of Claim controls over any contrary amount(s) listed below. Unless the Court orders otherwise, if relief from the automatic stay is granted as to any collateral listed in this paragraph, all payments paid through this Plan as to that collateral will cease upon entry of the order granting relief from stay.

(a) Secured Claim(s) (Principal Residence)

Address of the Principal Residence: **57 Anna Road North Weymouth, MA 02191**

The Debtor(s) estimates that the fair market value of the Principal Residence is: \$ **619,900.00**

Name of Creditor	Type of Claim (e.g., mortgage, lien)	Amount of Arrears
Mr. Cooper	Mortgage 57 Anna Road North Weymouth, MA 02191 Norfolk County	\$15,404.00
Ocwen Loan Servicing LLC	Mortgage 57 Anna Road North Weymouth, MA 02191 Norfolk County	\$4,073.00

Total of prepetition arrears on Secured Claim(s) (Principal Residence): **\$19,477.00**

(b) Secured Claim(s) (Other)

Name of Creditor	Type of Claim	Description of Collateral (or address of real property)	Amount of Arrears

Total of prepetition arrears on Secured Claim(s) (Other): **\$0.00**

**Total prepetition arrears to be paid through this Plan [(a) + (b)]: \$19,477.00**

**(2) MAINTENANCE OF CONTRACTUAL INSTALLMENT PAYMENTS (TO BE PAID DIRECTLY TO CREDITORS):**

Contractual installment payments are to be paid directly by the Debtor(s) to creditor(s). The Debtor(s) will maintain the contractual installment payments as they arise postpetition on the secured claims listed below with any changes required by the applicable contract and noticed in conformity with any applicable rules.

Name of Creditor	Type of Claim	Description of Collateral
Mr. Cooper	Mortgage	57 Anna Road North Weymouth, MA 02191 Norfolk County
Ocwen Loan Servicing LLC	Mortgage	57 Anna Road North Weymouth, MA 02191 Norfolk County

**B. MODIFICATION OF SECURED CLAIMS:**

Check one.

- ☐ **None.** If "None" is checked, the rest of Part 3.B need not be completed and may be deleted from this Plan.
- ☒ **Secured Claim(s) are modified as set forth in 1, 2, and/or 3 below. Complete 1, 2, and/or 3 below.**

**(1) REQUEST FOR VALUATION OF SECURITY, PAYMENT OF FULLY SECURED CLAIMS, AND MODIFICATION OF UNDERSECURED CLAIMS UNDER 11 U.S.C. § 506:**

- ☒ **None.** If "None" is checked, the rest of Part 3.B.1 need not be completed and may be deleted from this Plan.

**(2) SECURED CLAIMS EXCLUDED FROM 11 U.S.C. § 506:**

- ☒ **None.** If "None" is checked, the rest of Part 3.B.2 need not be completed and may be deleted from this Plan.

**(3) LIEN AVOIDANCE UNDER 11 U.S.C. § 522(f):**

- ☐ **None.** If "None" is checked, the rest of Part 3.B.3 and Exhibits 3 and 4 need not be completed and may be deleted from this Plan.

**The following Plan provisions of Part 3.B.3 are effective only if the box "Included" in Part 1, Line 1.2 is checked.**

The judicial lien(s) and/or nonpossessory, nonpurchase-money security interest(s) securing the claim(s) listed below impairs exemptions to which the Debtor(s) would have been entitled under 11 U.S.C. § 522(b).

Subject to 11 U.S.C. § 349(b), a judicial lien or nonpossessory, nonpurchase-money security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the Order confirming this Plan. The amount of the judicial lien or nonpossessory, nonpurchase-money security interest that is avoided will be treated as a nonpriority unsecured claim in Part 5 if a Proof of Claim has been filed and allowed. The amount, if any, of the judicial lien or nonpossessory, nonpurchase-money security interest that is not avoided will be paid in full as a secured claim under this Plan provided a Proof of Claim is filed and allowed.

For each judicial lien that the Debtor(s) seeks to avoid, the Debtor(s) shall include the information below. The Debtor(s) also shall complete the chart set forth in Exhibit 3 to this Plan and shall attach to Exhibit 3 a true and accurate copy of the document evidencing such judicial lien as filed or recorded with filing or recording information included. The Debtor(s) shall include the evidentiary basis for the valuation asserted. For each judicial lien that the Debtor(s) seeks to avoid, the Debtor(s) shall provide a proposed form(s) of order as Exhibit 4 conforming to Official Local Form 21A. If the Debtor(s) is avoiding more than one lien, the Debtor(s) shall provide the information in a separate table in Exhibit 3 for each lien, and identify the tables as Exhibit 3.1, 3.2, etc.

The claim(s) identified below must also be set forth in Exhibit 3.

Name of Creditor	Exhibit Table (e.g., 3.1, 3.2, 3.3)
Ford Motor Credit Company, LLC	3.1

**Total Claim(s) under Part 3.B.3 to be paid through this Plan: \$0.00**

**C. SURRENDER OF COLLATERAL:**

Check one.

- ☒ **None.** If "None" is checked, the rest of Part 3.C need not be completed and may be deleted from this Plan.

**PART 4: PRIORITY CLAIMS**

Check one

- ☐ **None.** If "None" is checked, the rest of Part 4 need not be completed and may be deleted from this Plan.
- ☒ **The following priority claim(s) will be paid in full without postpetition interest. Unless the Court orders otherwise, the amount of the priority portion of a filed and allowed Proof of Claim controls over any contrary amount listed below.**

**A. DOMESTIC SUPPORT OBLIGATIONS:**

Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

**B. OTHER PRIORITY CLAIMS (Except Administrative Expenses):**

Name of Creditor	Description of Claim	Amount of Claim
MDOR	Tax debt	\$3,300.00
Town of Weymouth	Water Bill	\$1,897.00

Total of Priority Claim(s) (except Administrative Expenses) to be paid through this Plan: **\$5,197.00**

**C. ADMINISTRATIVE EXPENSES:**

**(1) ATTORNEY'S FEES:**

Name of Attorney	Attorney's Fees
Richard D. Smeloff 567869	\$2,500.00

If the attorney's fees exceed the amount set forth in MLBR, Appendix 1, Rule 13-7, the Trustee may not pay any amount exceeding that sum until such time as the Court approves a fee application. If no fee application is approved, any plan payments allocated to attorney's fees in excess of MLBR Appendix 1, Rule 13-7 will be disbursed to other creditors up to a 100% dividend.

**(2) OTHER (Describe):**

-NONE-
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Total Administrative Expenses (excluding the Trustee's Commission) to be paid through this Plan [(1) + (2)]: **\$2,500.00**

**(3) TRUSTEE'S COMMISSION:**

The Debtor shall pay the Trustee's commission as calculated in Exhibit 1.

The Chapter 13 Trustee's fee is determined by the United States Attorney General. The calculation of the Plan payment set forth in Exhibit 1, Line (h) utilizes a 10% Trustee's commission. In the event the Trustee's commission is less than 10%, the additional funds collected by the Trustee, after payment of any allowed secured and priority claim(s), and administrative expense(s) as provided for in this Plan, shall be disbursed to nonpriority unsecured creditors up to 100% of the allowed claims.

**PART 5: NON PRIORITY UNSECURED CLAIMS**

Check one.

- ☐ None. If "None" is checked, the rest of Part 5 need not be completed and may be deleted from this Plan.
- ☒ Any allowed nonpriority unsecured claim(s) other than those set forth in Part 5.F will be paid as stated below. Only a creditor holding an allowed claim is entitled to a distribution.

- ☒ Fixed Amount ("Pot Plan"): each creditor with an allowed claim shall receive a pro rata share of \$ 150.00, which the Debtor(s) estimates will provide a dividend of 2.03 %.
- ☐ Fixed Percentage: each creditor with an allowed claim shall receive no less than \_\_\_% of its allowed claim.

**A. GENERAL UNSECURED CLAIMS:**

**\$5,500.31**

**B. UNSECURED OR UNDERSECURED CLAIMS AFTER MODIFICATION IN PART 3.B OR 3.C:**

Name of Creditor	Description of Claim	Amount of Claim
Ford Motor Credit Company, LLC	57 Anna Road North Weymouth, MA 02191 Norfolk County	\$1,859.31

**C. NONDISCHARGEABLE UNSECURED CLAIMS (e.g., student loans):**

Name of Creditor	Description of Claim	Amount of Claim
None		

**D. CLAIMS ARISING FROM REJECTION OF EXECUTORY CONTRACTS OR LEASES:**

Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

**E. TOTAL TO BE PAID TO NONPRIORITY UNSECURED CREDITORS THROUGH THIS PLAN:**

The amount paid to nonpriority unsecured creditor(s) is not less than that required under the Liquidation Analysis set forth in Exhibit 2.

Total Nonpriority unsecured Claims [A + B + C + D]: **\$7,359.62**

Enter Fixed Amount (Pot Plan) or multiply total nonpriority unsecured claim(s) by Fixed Percentage and enter that amount: **\$150.00**

**F. SEPARATELY CLASSIFIED UNSECURED CLAIMS (e.g., co-borrower):**

Name of Creditor	Description of Claim	Amount of Claim	Treatment of Claim	Basis for Separate Classification
-NONE-				

Total of separately classified unsecured claim(s) to be paid through this Plan: **\$0.00**

**PART 6: EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Check one.

☒ **None.** If "None" is checked, the rest of Part 6 need not be completed and may be deleted from this Plan.

**PART 7: POSTCONFIRMATION VESTING OF PROPERTY OF THE ESTATE**

If the Debtor(s) receives a discharge, property of the estate will vest in the Debtor(s) upon entry of the discharge. If the Debtor(s) does not receive a discharge, property of the estate will vest upon the earlier of (i) the filing of the Chapter 13 Standing Trustee's Final Report and Account and the closing of the case or (ii) dismissal of the case.

**PART 8: NONSTANDARD PLAN PROVISIONS**

☒ **None.** If "None" is checked, the rest of Part 8 need not be completed and may be deleted from this Plan.

☐ **This Plan includes the following nonstandard provisions.** Under Fed. R. Bankr. P. 3015(c), each nonstandard provision must be set forth below in a separately numbered sentence or paragraph. A nonstandard provision is a provision not otherwise included in Official Local Form 3, or which deviates from Official Local Form 3. Nonstandard provisions set forth elsewhere in this Plan are ineffective. To the extent the provisions in Part 8 are inconsistent with other provisions of this Plan, the provisions of Part 8 shall control if the box "Included" is checked in Part 1, Line 1.3.

**PART 9: SIGNATURES**

By signing this document, Debtor(s) acknowledges reviewing and understanding the provisions of this Plan and the Exhibits filed as identified below.

By signing this document, the Debtor(s) and, if represented by an attorney, the attorney for the Debtor(s), certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 3, including the Exhibits identified below, other than any Nonstandard Plan Provisions in Part 8.

/s/ David F. Yanovich

**David F. Yanovich**

Debtor

November 5, 2019

Date

/s/ Richard D. Smeloff

Date November 5, 2019

Signature of attorney for Debtor(s)

**Richard D. Smeloff 567869**

**567869 MA**

**Smeloff & Associates**

**500 Granite Ave**

**Suites 7&8**

**Milton, MA 02186**

**617-690-2124**

**rsmeloff@msn.com**

The following Exhibits are filed with this Plan:

- ☒ **Exhibit 1: Calculation of Plan Payment\***
- ☒ Exhibit 2: Liquidation Analysis\*
- ☒ Exhibit 3: Table for Lien Avoidance under 11 U.S.C. § 522(f)\*\*
- ☒ Exhibit 4: [Proposed] Order Avoiding Lien Impairing Exemption\*\*

*List additional exhibits if applicable.*

\*Denotes a required Exhibit in every plan

\*\*Denotes a required Exhibit if the box "Included" is checked in Part 1, Line 1.2.

**Total number of Plan pages, included Exhibits: 10**

EXHIBIT 1

CALCULATION OF PLAN PAYMENT

a)	Secured claims (Part 3.A and Part 3.B.1-3 Total):	<b>\$19,477.00</b>
b)	Priority claims (Part 4.A and Part 4.B Total):	<b>\$5,197.00</b>
c)	Administrative expenses (Part 4.C.1 and 4.C.2 Total):	<b>\$2,500.00</b>
d)	Nonpriority unsecured claims (Part 5.E Total):	<b>\$150.00</b>
e)	Separately classified unsecured claims (Part 5.F Total):	<b>\$0.00</b>
f)	Executory contract/lease arrears claims (Part 6 Total):	<b>\$0.00</b>
g)	Total of (a) + (b) + (c) + (d) + (e) + (f):	<b>\$27,324.00</b>
h)	Divide (g) by .90 for total Cost of Plan including the Trustee's fee:	<b>\$30,360.00</b>
i)	Divide (h), Cost of Plan, by term of Plan, <b>60</b> months:	<b>\$506.00</b>
j)	Round <b>up</b> to the nearest dollar amount for Plan payment:	<b>\$506.00</b>

*If this is either an amended Plan and the Plan payment has changed, or if this is a postconfirmation amended Plan, complete(a) through (h) only and the following:*

k)	Enter total amount of payments the Debtor(s) has paid to the Trustee:	
l)	Subtract line (k) from line (h) and enter amount here:	
m)	Divide line (l) by the number of months remaining ( months):	
n)	Round up to the nearest dollar amount for amended Plan payment:	

Date the amended Plan payment shall begin: \_\_\_\_\_

EXHIBIT 2

LIQUIDATION ANALYSIS

**A. REAL PROPERTY**

Address (Sch. A/B, Part 1)	Value (Sch. A/B, Part 1)	Lien (Sch. D, Part 1)	Exemption (Sch. C)
57 Anna Road North Weymouth, MA 02191 Norfolk County	619,900.00	240,974.31	500,000.00

Total Value of Real Property (Sch. A/B, line 55):	\$ 438,975.00
Total Net Equity for Real Property (Value Less Liens):	\$ 378,925.69
Less Total Exemptions for Real Property (Sch. C):	\$ 378,925.69
Amount Real Property Available in Chapter 7:	\$ 0.00

**B. MOTOR VEHICLES**

Make, Model and Year (Sch. A/B, Part 2)	Value (Sch. A/B, Part 2)	Lien (Sch. D, Part 1)	Exemption (Sch. C)
2007 GMC Yukon 173,000 miles	8,400.00	0.00	8,400.00

Total Value of Motor Vehicles (Sch. A/B, line 55):	\$ 8,400.00
Total Net Equity for Motor Vehicles (Value Less Liens):	\$ 8,400.00
Less Total Exemptions for Motor Vehicles (Sch. C):	\$ 8,400.00
Amount Motor Vehicle Available in Chapter 7:	\$ 0.00

**C. ALL OTHER ASSETS** (Sch. A/B Part 2, no. 4; Part 3 through Part 7. Itemize.)

Asset	Value	Lien (Sch. D, Part 1)	Exemption (Sch. C)
Household Furnishings	4,000.00	0.00	4,000.00
Misc. Electronics	1,000.00	0.00	1,000.00
Clothing	1,000.00	0.00	1,000.00
Misc. Jewelry	500.00	0.00	500.00
Cash	25.00	0.00	25.00
Checking: Eastern Bank	4,000.00	0.00	4,000.00
Savings: South Shore Bank	100.00	0.00	100.00
Term Life Policy Through Employer	0.00	0.00	0.00

Total Value of All Other Assets:	\$ 10,625.00
Total Net Equity for All Other Assets (Value Less Liens):	\$ 10,625.00
Less Total Exemptions for All Other Assets:	\$ 10,625.00
Amount of All Other Assets Available in Chapter 7:	\$ 0.00

**D. SUMMARY OF LIQUIDATION ANALYSIS**

Amount available in Chapter 7	Amount
A. Amount Real Property Available in Chapter 7 (Exhibit 2, A)	\$ 0.00
B. Amount Motor Vehicles Available in Chapter 7 (Exhibit 2, B)	\$ 0.00
C. Amount All Other Assets Available in Chapter 7 (Exhibit 2, C)	\$ 0.00

TOTAL AVAILABLE IN CHAPTER 7: \$ 0.00

**E. ADDITIONAL COMMENTS REGARDING LIQUIDATION ANALYSIS:**

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**EXHIBIT 3.1**  
**TABLE FOR LIEN AVOIDANCE UNDER 11 U.S.C. § 522(f)**

*If the Debtor(s) is avoiding more than one lien, the Debtor(s) shall provide the information in a separate table for each lien and identify the table as Exhibit as 3.1, 3.2, etc. to correspond with the list of liens in Part 3.B.3.*

<b>Information Regarding Judicial Lien or Security Interest</b>		
Name of Debtor(s):*	David F. Yanovich	
Name of Creditor:	Ford Motor Credit Company, LLC	
Collateral:	57 Anna Road North Weymouth, MA 02191 Norfolk County	
Lien Identification:** (Such as judgment date, date of lien recording, book and page number.)	<b>Judgment Lien</b> <b>Judgment Date 1/19/2011</b> <b>Lien Recorded 3/24/2011</b> <b>Book 28688 Page 78</b>	
<b>Calculation of Lien Avoidance</b>		
(a) Amount of lien:	\$ 1,859.31	
(b) Amount of all other liens (exclusive of liens previously avoided or avoided pursuant to this Plan):	\$ 239,115.00	
(c) Value of claimed exemptions:	\$ 500,000.00	
(d) Total (a), (b), and (c):	\$ 740,974.31	
(e) Value of interest in property of the Debtor(s):***	\$ 619,900.00	
(f) Subtract (e) from line (d):	\$ 301,999.31	
Extent of exemption impairment: (check applicable box below)		
<input checked="" type="checkbox"/> The entire lien is avoided as (f) is equal to or greater than (a). (Do not complete the next section.)		
<input type="checkbox"/> A portion of the lien is avoided as (f) is less than (a). (Complete the next section.)		
<b>Treatment of Remaining Secured Claim</b>		
Amount of secured claim after avoidance (subtract (f) from (a)):	\$	
Interest Rate (if applicable):	%	
Monthly payment on secured claim	\$	
Estimated total payment on secured claim	\$	
*In a joint case, specify whether the lien to be avoided is on an interest of an individual debtor or the joint debtors.	<input type="checkbox"/> Individual Debtor Name:	<input type="checkbox"/> Joint Debtors
**Attach a true and accurate copy of the document or the instrument evidencing such lien as filed or recorded with filing or recording information included.		
***Describe the evidentiary basis for the value of the interest in property of the Debtor(s):		

OLF21A (Official Local Form 21A)

**EXHIBIT 4.1**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS**

In re:  
**David F. Yanovich**

Case No.:  
Chapter 13

Debtor(s)

**ORDER AVOIDING LIEN IMPAIRING EXEMPTION\***

Upon consideration of 1) the Chapter 13 Plan (the "Plan"), through which the Debtor(s) made a request to avoid the lien of **Ford Motor Credit Company, LLC** pursuant to 11 U.S.C. § 522(f) as impairing the exemption of the Debtor(s); 2) the calculation of impairment set forth in Exhibit 3 to the Plan; 3) the Schedule of Exemptions filed by the Debtor(s); 4) the absence of an objection to the avoidance of the lien or the Court having overruled any and all objections to the request for lien avoidance in the Plan; 5) the entire record of proceedings in this case; 6) the Confirmation Order; and 7) the provisions of 11 U.S.C. § 522(f)(1) and (2), Fed. R. Bankr. P. 4003 and MLBR 4003-1,

The Court hereby orders and decrees that the lien of **Ford Motor Credit Company, LLC** recorded on **3/24/2011** at **Norfolk County Registry of Deeds** at **Book 28688 Page 78** impairs the Debtor(s)' exemption in **57 Anna Road North Weymouth, MA 02191 Norfolk County** (the "Exempt Property") and declares that the lien covering the interest in exempt property of the Debtor(s) is avoided in its entirety [or avoided in part].



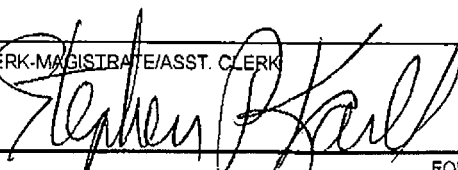
Pursuant to 11 U.S.C. § 349(b)(1)(B), the avoided lien shall be reinstated if the case is dismissed unless the Court, for cause, orders otherwise.

By the Court,

---

United States Bankruptcy Judge

*\* This Exhibit may be modified to address each lien listed in Table*

<b>EXECUTION</b>		Document Page 11 of 26 <b>201056SC004903</b>		Trial Court of Massachusetts District Court Department Small Claims Session			
CASE NAME FORD MOTOR CREDIT COMPANY LLC vs. DAVID F. YANOVICH NOT				BK 28688 Ps 78 #28930 03-24-2011 @ 01:22p			
JUDGMENT CREDITOR(S) IN WHOSE FAVOR EXECUTION IS ISSUED P01 FORD MOTOR CREDIT COMPANY LLC OFFICIAL COPY				CURRENT COURT Quincy District Court 1 Dennis Ryan Parkway Quincy, MA 02169-5348 (617) 471-1650			
JUDGMENT CREDITOR (OR CREDITOR'S ATTORNEY) WHO MUST ARRANGE SERVICE OF EXECUTION P01 KENNETH C. WILSON LUSTIG, GLASER & WILSON, P.C. P.O. BOX 9127 NEEDHAM, MA 02492-9127				FURTHER ORDERS OF THE COURT   <div style="text-align: center;"> <b>RECEIVED AND RECORDED</b>  <b>NORFOLK COUNTY</b>  <b>REGISTRY OF DEEDS</b>  <b>DEDHAM, MA</b> </div>			
JUDGMENT DEBTOR AGAINST WHOM EXECUTION IS ISSUED D01 DAVID F. YANOVICH 57 ANNA RD WEYMOUTH, MA 02191				CERTIFY  WILLIAM P. O'DONNELL, REGISTRY			
<p><b>TO THE SHERIFFS OF THE SEVERAL COUNTIES OR THEIR DEPUTIES, OR (SUBJECT TO THE LIMITATIONS OF G.L. c. 41 § 92) ANY CONSTABLE OF ANY CITY OR TOWN WITHIN THE COMMONWEALTH:</b></p> <p>The judgment creditor(s) named above has recovered judgment against the judgment debtor named above in the amount shown below.</p> <p><b>WE COMMAND YOU</b>, therefore, from out of the value of any real or personal property of such judgment debtor found within your territorial jurisdiction, to cause payment to be made to the judgment creditor(s) in the amount of the "Execution Total" shown below, plus additional postjudgment interest as provided by G.L. c. 235 § 8 on the "Judgment Total" shown below commencing from the "Date Execution Issued" shown below at the "Annual Postjudgment Interest Rate" shown below, and to collect your own fees, as provided by law. This Writ of Execution is valid for twenty years from the "Date Judgment Entered" shown below. It must be returned to the court, along with your return of service, within ten days after this judgment has been satisfied or discharged, or after twenty years if this judgment remains unsatisfied or undischarged.</p>							
1. Judgment Total				\$1,831.02			
2. Date Judgment Entered				01/19/2011			
3. Date Execution Issued				03/07/2011			
4. Number of Days from Judgment to Execution (Line 3 - Line 2)				47			
5. Annual Postjudgment Interest Rate of 12.00% / 365 = Daily Interest Rate				0.032877%			
6. Postjudgment Interest from Judgment to Execution (Lines 1x4x5)				\$28.29			
7. Postjudgment Costs (if any)				\$0.00			
8. Credits (if any)				\$0.00			
9. <b>EXECUTION TOTAL</b> ( Lines 1 + 6 + 7, minus Line 8)				\$1,859.31			
LEVYING OFFICER: (a) Add daily interest from date execution issued.							
(b) Add your fees as provided by law:							
TESTE OF FIRST JUSTICE		DATE EXECUTION ISSUED		CLERK-MAGISTRATE/ASST. CLERK			
WITNESS: Hon. Mark S. Coven		03/07/2011		X 			



Michael G. Bellotti  
Sheriff

*The Commonwealth of Massachusetts*  
N O T A N  
*County of Norfolk*  
O F F I C E S H E R I F F ' S D E P A R T M E N T I A L  
C O P Y D i v i s i o n o f C i v i l P r o c e s s P Y

2015 Washington Street  
P.O. Box 859215  
Braintree, MA 02185-9215  
Tel. (781) 326-1787 • Fax (781) 326-0288



Jeffrey J. Nourse  
Deputy Superintendent

Date: 3/24/2011 Time: 8:38AM

Plaintiff: Ford Motor Credit Company LLC

Plaintiff's Attorney: Lustig Glaser & Wilson, P.C.

Attorney's telephone number: (781)449-3000

Defendant: David F. Yanovich

Book: 15898 Page: 358

Court of Issue: QUINCY (DISTRICT) Execution # 201056SC004903

The land with the buildings thereon situated in Weymouth, Norfolk County, Massachusetts, being shown as Lot H on a plan by Victor F. Coletti, Surveyor, dated January 1955, recorded with Norfolk Registry of Deeds, Book 3348, Page 590 and bounded and described according to said plan as follows:

NORTHEASTERLY	by a ten-foot strip of land, sixty-five (65) feet;
SOUTHEASTERLY	by Lot G, eighty-eight and 62/100 (88.62) feet;
SOUTHWESTERLY	by land of owners unindicated, sixty-five and 15/100 (65.15) feet; and
NORTHWESTERLY	by Lot I, eighty-four and 57/100 (84.57) feet.
AREA	5528 square feet of land according to said plan.

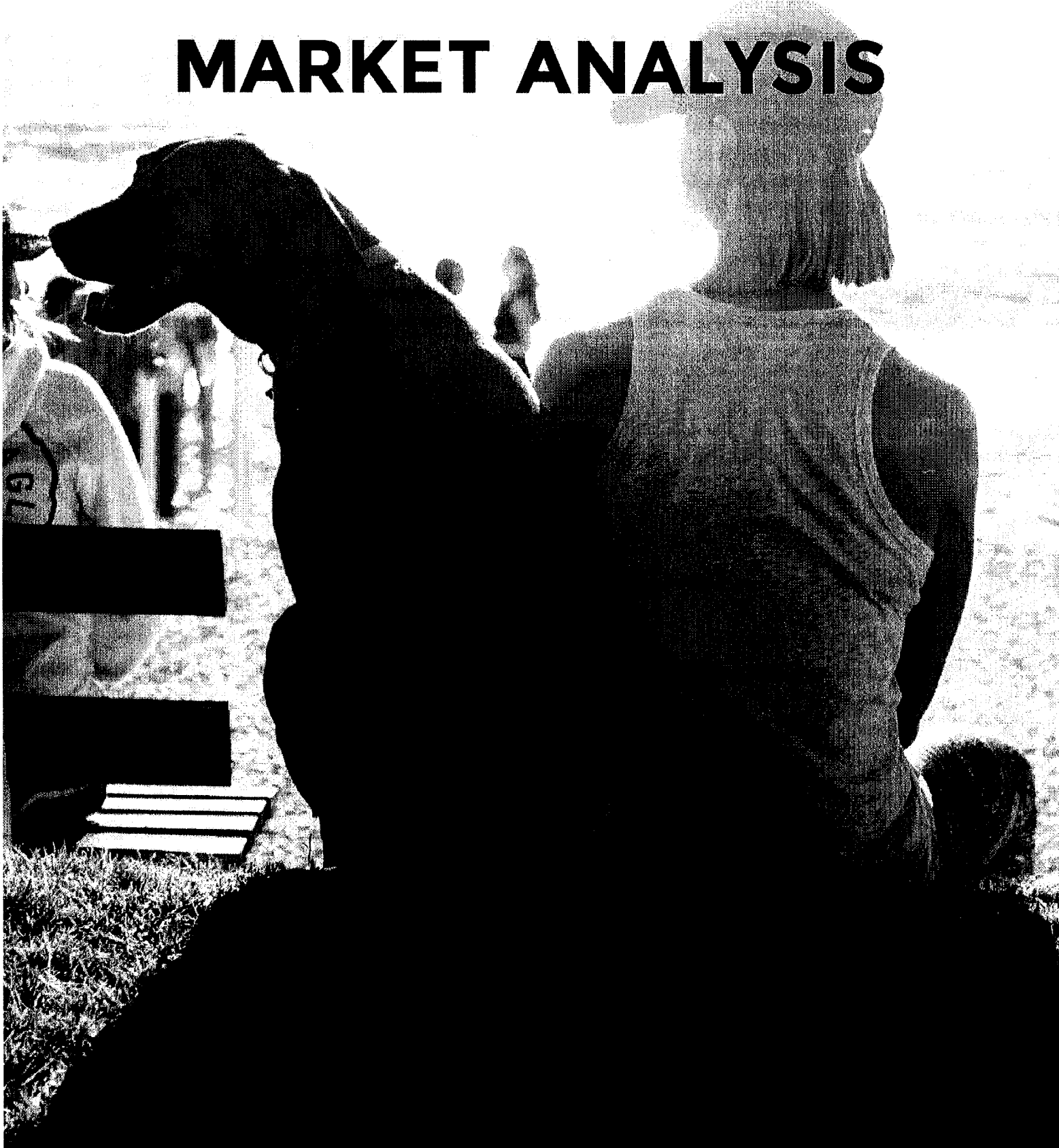
By virtue of the attached execution, the original of which is in my hands for the purpose of taking the above described real estate, I have this day levied upon, seized and taken all right, title and interest that the within named Judgment Debtor had in such real estate in Norfolk County.

Attached is a true copy of this execution on the above so much of my return as relates to the levying upon, seizure, and taking of this real estate on the execution.

A handwritten signature in cursive script.  
Deputy Sheriff  
Jacket: 11005617

Visit us at [www.norfolkcivil.com](http://www.norfolkcivil.com)

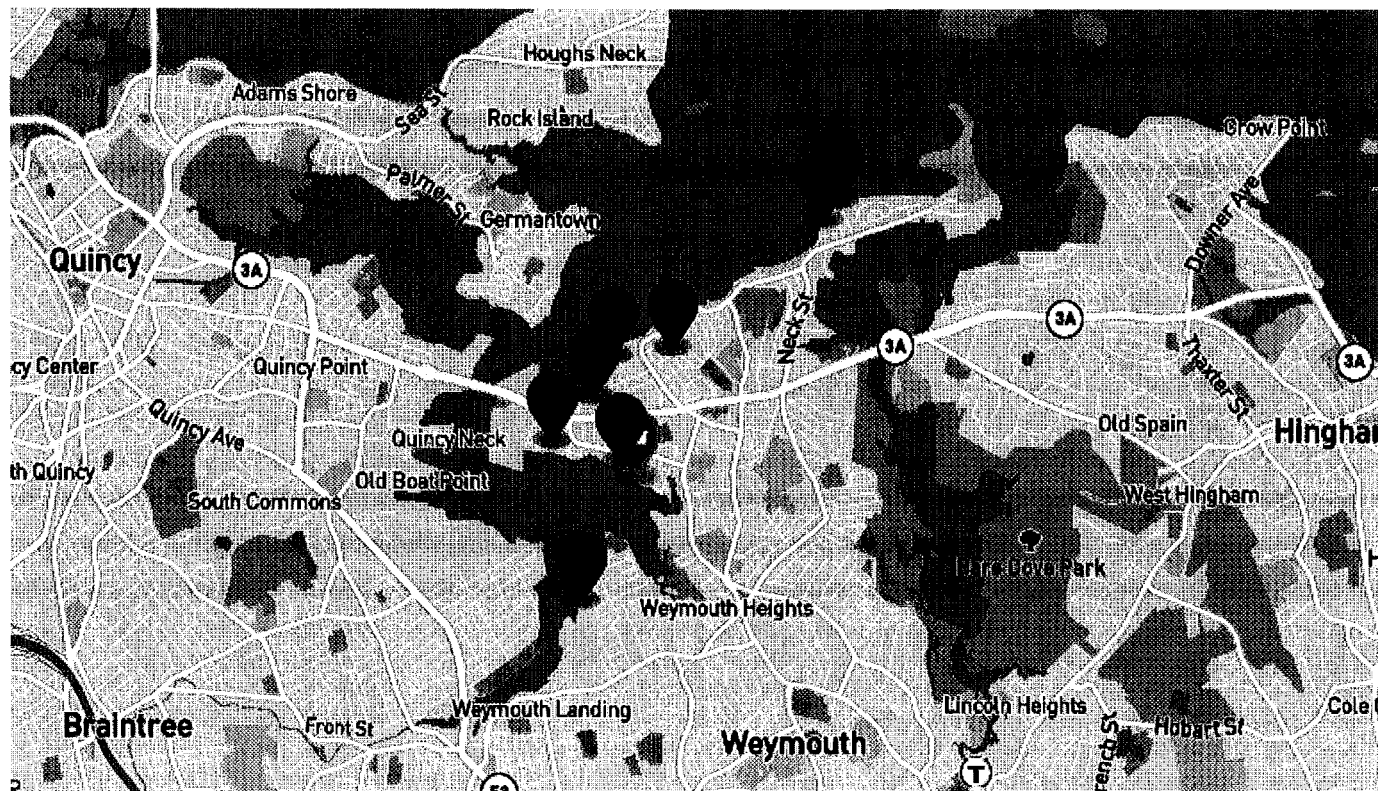
# COMPARATIVE MARKET ANALYSIS



Comparative Market Analysis

57 Anna Road, North Weymouth, Massachusetts 02191

# Map Of Comparable Listings



STATUS: **S** = CLOSED **A** = ACTIVE

	MLS #	STATUS	ADDRESS	BEDS	BATHS	SQFT	PRICE
1	<b>Subject</b>		57 Anna Rd	3	3.00	1,800	\$579,900 - 619,900
2	72503113	<b>S</b>	126 Babcock Ave	3	2.00	1,592	\$470,000
3	72472549	<b>S</b>	50 Holbrook Road	3	2.00	1,553	\$479,000
4	72503960	<b>S</b>	54 Bluff Road	3	2.00	1,470	\$502,000
5	72517691	<b>A</b>	184 Hibiscus Avenue	5	3.00	2,322	\$555,000
6	72476136	<b>S</b>	140 FORT POINT ROAD	2	2.00	1,232	\$665,000
7	72482214	<b>S</b>	7 Caldwell St	3	3.00	2,411	\$675,000
8	72581472	<b>A</b>	51 Fort Point Rd	3	3.00	1,541	\$699,000
9	72566886	<b>A</b>	30 Aspinwall Ave.	3	2.00	1,190	\$850,000



**Michael Peppino**


Peppino Realty Group | Keller Williams Signature Properties

Cell: 617-875-4352

MichaelPeppino@Kw.com | www.PeppinoRealtyGroup.com

Comparative Market Analysis

57 Anna Road, North Weymouth, Massachusetts 02191

MLS #	STATUS	ADDRESS	BEDS	BATHS	SQFT	PRICE
10 72568049		88 Wessagussett Rd	5	3.00	3,014	\$949,000



**Michael Peppino**

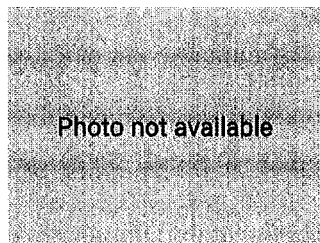
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Comparative Market Analysis

57 Anna Road, North Weymouth, Massachusetts 02191

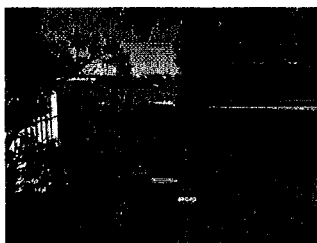
# Comparable Properties



## 57 Anna Road

North Weymouth, Massachus...

SUBJECT PROPERTY



## 126 Babcock Ave

Weymouth, MA 02191

**CLOSED** 8/29/19



## 50 Holbrook Road

Weymouth, MA 02191

**CLOSED** 5/30/19



## 54 Bluff Road

Weymouth, MA 02191

**CLOSED** 7/19/19

## Details

MLS #	-	MLS #	72503113	MLS #	72472549	MLS #	72503960
List Price	-	List Price	\$465,000	List Price	\$479,000	List Price	\$479,900
Sold Price	-	Sold Price	\$470,000	Sold Price	\$479,000	Sold Price	\$502,000
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	8/29/19	Sold Date	5/30/19	Sold Date	7/19/19
\$/Sold	-	\$/Sqft	\$295	\$/Sqft	\$308	\$/Sqft	\$341
DOM	-	DOM	57	DOM	17	DOM	8
Year Built	1957	Year Built	1908	Year Built	1930	Year Built	1927
Sqft	1,800	Sqft	1,592	Sqft	1,553	Sqft	1,470
Lot Size	5	Lot Size	5,225.0	Lot Size	6,770.0	Lot Size	4,356.0
Area	-	Area	North Weymouth	Area	-	Area	-
Subdivision	-	Subdivision	-	Subdivision	North Weymouth / Fore River	Subdivision	-
Style	-	Style	Multi-Level	Style	Colonial	Style	Cape
Taxes	4664	Taxes	-	Taxes	-	Taxes	-
Beds	3	Beds	3	Beds	3	Beds	3
Baths	3.00	Baths	2.00	Baths	2.00	Baths	2.00
Garages	-	Garages	-	Garages	1	Garages	2



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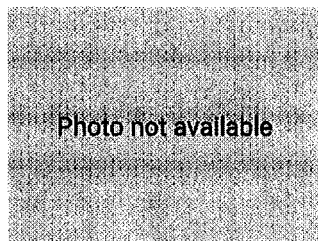
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Comparative Market Analysis

57 Anna Road, North Weymouth, Massachusetts 02191

# Comparable Properties



## 57 Anna Road

North Weymouth, Massachus...

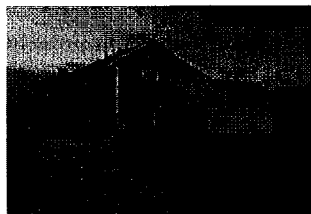
SUBJECT PROPERTY



## 184 Hibiscus Avenue

Weymouth, MA 02188

**ACTIVE** 6/12/19



## 140 FORT POINT ROAD

Weymouth, MA 02191

**CLOSED** 7/31/19



## 7 Caldwell St

Weymouth, MA 02191

**CLOSED** 6/3/19

## Details

MLS #	-	MLS #	72517691	MLS #	72476136	MLS #	72482214
List Price	-	List Price	\$555,000	List Price	\$664,900	List Price	\$695,000
Sold Price	-	Sold Price	-	Sold Price	\$665,000	Sold Price	\$675,000
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	-	Sold Date	7/31/19	Sold Date	6/3/19
\$/Sold	-	\$/Sqft	\$239	\$/Sqft	\$540	\$/Sqft	\$280
DOM	-	DOM	147	DOM	91	DOM	21
Year Built	1957	Year Built	1956	Year Built	1979	Year Built	2009
Sqft	1,800	Sqft	2,322	Sqft	1,232	Sqft	2,411
Lot Size	5	Lot Size	7,150.0	Lot Size	3,000.0	Lot Size	2,800.0
Area	-	Area	-	Area	-	Area	Rose Cliff
Subdivision	-	Subdivision	Idlewell	Subdivision	-	Subdivision	North Weymouth
Style	-	Style	Garrison	Style	Ranch	Style	Colonial
Taxes	4664	Taxes	-	Taxes	-	Taxes	-
Beds	3	Beds	5	Beds	2	Beds	3
Baths	3.00	Baths	3.00	Baths	2.00	Baths	3.00
Garages	-	Garages	-	Garages	-	Garages	-



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Comparative Market Analysis

57 Anna Road, North Weymouth, Massachusetts 02191

# Comparable Properties

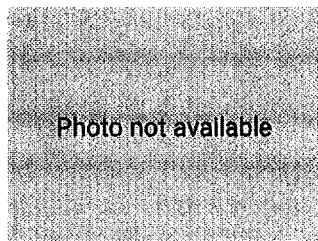
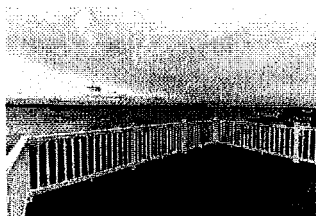


Photo not available

## 57 Anna Road

North Weymouth, Massachus...

SUBJECT PROPERTY



## 51 Fort Point Rd

Weymouth, MA 02191

**ACTIVE** 10/17/19



## 30 Aspinwall Ave.

Weymouth, MA 02191

**ACTIVE** 9/17/19



## 88 Wessagussett Rd

Weymouth, MA 02191

**ACTIVE** 9/19/19

## Details

MLS #	-	MLS #	72581472	MLS #	72566886	MLS #	72568049
List Price	-	List Price	\$699,000	List Price	\$850,000	List Price	\$949,000
Sold Price	-	Sold Price	-	Sold Price	-	Sold Price	-
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	-	Sold Date	-	Sold Date	-
\$/Sold	-	\$/Sqft	\$454	\$/Sqft	\$714	\$/Sqft	\$315
DOM	-	DOM	20	DOM	50	DOM	48
Year Built	1957	Year Built	2019	Year Built	1918	Year Built	2019
Sqft	1,800	Sqft	1,541	Sqft	1,190	Sqft	3,014
Lot Size	5	Lot Size	3,272.0	Lot Size	7,012.0	Lot Size	12,333.0
Area	-	Area	-	Area	North Weymouth	Area	North Weymouth
Subdivision	-	Subdivision	-	Subdivision	-	Subdivision	-
Style	-	Style	Colonial	Style	Cottage	Style	Contemporary, Ranch
Taxes	4664	Taxes	-	Taxes	-	Taxes	-
Beds	3	Beds	3	Beds	3	Beds	5
Baths	3.00	Baths	3.00	Baths	2.00	Baths	3.00
Garages	-	Garages	2	Garages	-	Garages	2



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# Online Valuation Analysis

How accurate are Zestimates?

0.7% | \$5,074

Zestimates varied on average by 0.7% or \$5,074 compared to MLS prices.

## S 5 Sold

ADDRESS	SOLD DATE	SOLD PRICE	ZESTIMATE	DIFFERENCE
126 Babcock Ave	8/29/19	\$470,000	\$468,435	-0.3%
50 Holbrook Road	5/30/19	\$479,000	\$478,157	-0.2%
54 Bluff Road	7/19/19	\$502,000	\$499,737	-0.5%
140 FORT POINT ROAD	7/31/19	\$665,000	\$661,967	-0.5%
7 Caldwell St	6/3/19	\$675,000	\$673,524	-0.2%

## A 4 Active

ADDRESS	PRICE	ZESTIMATE	DIFFERENCE
184 Hibiscus Avenue	\$555,000	\$545,285	-1.8%
51 Fort Point Rd	\$699,000	-	-
30 Aspinwall Ave.	\$850,000	\$844,972	-0.6%
88 Wessagussett Rd	\$949,000	\$932,332	-1.8%

Source: Zillow



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Comparative Market Analysis

57 Anna Road, North Weymouth, Massachusetts 02191

# Summary of Comparable Properties

## S Sold Listings

ADDRESS	SOLD DATE	BEDS	BATHS	YRBLT	SQFT	LOT SIZE	\$ PER SQFT	PRICE
126 Babcock Ave	8/29/19	3	2.00	1908	1,592	5,225.0	\$295	\$470,000
50 Holbrook Road	5/30/19	3	2.00	1930	1,553	6,770.0	\$308	\$479,000
54 Bluff Road	7/19/19	3	2.00	1927	1,470	4,356.0	\$341	\$502,000
140 FORT POINT ROAD	7/31/19	2	2.00	1979	1,232	3,000.0	\$540	\$665,000
7 Caldwell St	6/3/19	3	3.00	2009	2,411	2,800.0	\$280	\$675,000

## A Active Listings

ADDRESS	SOLD DATE	BEDS	BATHS	YRBLT	SQFT	LOT SIZE	\$ PER SQFT	PRICE
184 Hibiscus Avenue	-	5	3.00	1956	2,322	7,150.0	\$239	\$555,000
51 Fort Point Rd	-	3	3.00	2019	1,541	3,272.0	\$454	\$699,000
30 Aspinwall Ave.	-	3	2.00	1918	1,190	7,012.0	\$714	\$850,000
88 Wessagussett Rd	-	5	3.00	2019	3,014	12,333.0	\$315	\$949,000

## Averages

STATUS	SQFT	LOT SIZE	\$ PER SQFT	PRICE
S Sold Listings	1,651	4,430.2	\$353	\$558,200
A Active Listings	2,016	7,441.75	\$430	\$763,250



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# Suggested List Price

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Analysis of the comparable properties suggests a list price range of:

**\$579,900 - \$619,900**

---

## Comparable Averages *per Status*

**S** 5 Sold

**\$558,200**

\$353 / sqft

38 Days on Market

**A** 4 Active

**\$763,250**

\$430 / sqft

66 Days on Market

---

## Additional Notes

The CMA is a side-by-side comparison of homes for sale and homes that have recently sold in the same neighborhood and price range. This information is further sorted by data fields such as single-family or condo, number of bedrooms, number of baths, postal codes, and many other factors. Its purpose is to show fair market value, based on what other buyers and sellers have determined through past sales, pending sales and homes recently put on the market.



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# Sold Property Analysis

## Averages

100.3%

Homes sold for an average of 100.3% of their list price.

38

Days on market

It took an average of 38 days for a home to sell.

## Analysis

ADDRESS	LIST PRICE	SOLD PRICE	% OF LIST PRICE	DOM	\$ PER SQFT
126 Babcock Ave	\$465,000	\$470,000	101.1%	57	\$295
50 Holbrook Road	\$479,000	\$479,000	100.0%	17	\$308
54 Bluff Road	\$479,900	\$502,000	104.6%	8	\$341
140 FORT POINT ROAD	\$664,900	\$665,000	100.0%	91	\$540
7 Caldwell St	\$695,000	\$675,000	97.1%	21	\$280
<b>Averages</b>	<b>\$556,760</b>	<b>\$558,200</b>	<b>100.3%</b>	<b>38</b>	<b>\$353</b>



Michael Peppino

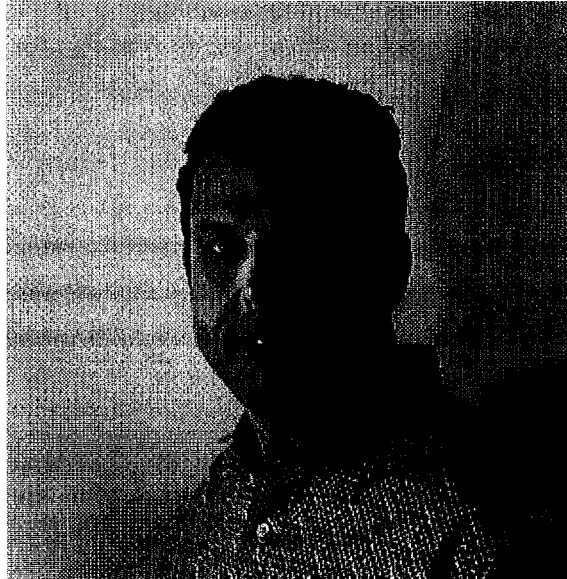
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# Contact Me

---



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**Peppino Realty Group | Keller**  
**Williams Signature Properties**



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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

In re: **David Yanovich**

Case No. **19-13829 – MSH**  
Chapter 13

**CERTIFICATE OF SERVICE OF CHAPTER 13 PLAN**

I/We hereby certify that on December 4, 2019 and in accordance with MLBR, Appendix 1, Rule 13-4(b), I/we served by first class United States mail a copy of this Plan to the on the parties on the attached list.

By the Debtor(s):  
**David Yanovich**

/s/ Richard D. Smeloff  
Richard D. Smeloff  
BBO# 567869  
Smeloff & Associates  
500 Granite Ave  
Suite 7 & 8  
Milton MA 02186  
(617) 690-2124  
[rsmeloff@msn.com](mailto:rsmeloff@msn.com)

Mitchell J. Levine  
Law Offices of Nair & Levin, P.C.  
707 Bloomfield Avenue  
Bloomfield, CT 06002

Ford Motor Credit Company LLC  
f/k/a Ford Motor Credit Company  
c/o Nair & Levin, PC  
707 Bloomfield Avenue  
Bloomfield, CT 06002



Barham & Maucere, LLC  
6708 Heritage Business Court  
Chattanooga, TN 37421

Capital One  
Attn: Bankruptcy  
Po Box 30285  
Salt Lake City, UT 84130

Chase Card Services  
Attn: Bankruptcy  
Po Box 15298  
Wilmington, DE 19850

Credit Collection Service  
Attn: Bankruptcy  
Po Box 773  
Needham, MA 02494

Ford Motor Credit Company, LLC  
PO Box 6275  
Dearborn, MI 48121

Korde & Associates PC  
900 Chelmsford Street, Suite 3102  
Lowell, MA 01851

Lustig Glaser & Wilson  
PO Box 549287  
Waltham, MA 02454

MDOR  
PO Box 9564  
Boston, MA 02114

Mr. Cooper  
Attn: Bankruptcy  
8950 Cypress Waters Blvd  
Coppell, TX 75019

Ocwen Loan Servicing LLC  
Attn: Bankruptcy Department  
PO Box 24605  
West Palm Beach, FL 33416

Town of Weymouth  
120 Winter Street  
Weymouth, MA 02188

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

In re: **David Yanovich**

Case No. **19-13829 – MSH**  
Chapter 13

**AFFIDAVIT OF SERVICE OF CHAPTER 13 PLAN**

I, Richard D. Smeloff certify that service of a copy of this Plan was made on the creditors and in the manner set forth in the attached list on December 4, 2019.

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and was at all times during the service of a copy of this Plan, not less than 18 years of age and not a party to the matter concerning which service was made.

I declare that the foregoing is true and correct under penalty of perjury.

Dated: December 4, 2019

**/s/ Richard D. Smeloff**

Richard D. Smeloff  
BBO# 567869  
Smeloff & Associates  
500 Granite Ave  
Suite 7 & 8  
Milton MA 02186  
(617) 690-2124  
rsmeloff@msn.com

**CERTIFIED U.S. POSTAL**

Kenneth Wilson, Esq.  
Lustig, Glaser & Wilson, PC  
PO Box 9127  
Needham, MA 02492

Ford Motor Credit Company, LLC  
PO Box 6275  
Bearborn, MI 48121

Ford Motor Credit Company LLC  
f/k/a Ford Motor Credit Company  
c/o Nair & Levin, PC  
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